

*AGREEMENT*

*Between*

**Delaware Township**

**Hunterdon County, New Jersey**

*and*

**TEAMSTERS LOCAL UNION NO. 469**

**AN AFFILIATE OF THE INTERNATIONAL**

**BROTHERHOOD OF TEAMSTERS**



*For the Period*

**JANUARY 1, 2010 - DECEMBER 31, 2012**

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## PREAMBLE AND RECOGNITION

- A. This agreement entered into this 1<sup>st</sup> day of January 2010, by and between Delaware Township in the County of Hunterdon hereinafter called the "Employer", and Local 469 duly appointed representative as certified in Docket No. RO-90-104 hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Employer and the Union.
- B. The Employer hereby recognizes Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters as the exclusive representative for the purposes of collective negotiations with respect to wages, hours of work and other negotiable terms and conditions of employment for all Blue Collared employees and Part-time employees over 20 hours per week employed by the Delaware Township, but excluding all other employees including seasonal, temporary, managerial executive confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the Act.
- C. The Employer will provide the Union with an updated list of covered employees showing name, address, classification and social security number once every six months. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur. The Employer will notify the Union within one (1) week of any new hires.

## ARTICLE 1

### UNION REPRESENTATION

- A. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the understanding that the time will be reasonable, will be devoted solely to the proper handling of legitimate Union Business, and will not unduly interfere with the normal working operations of the Township. The Union agrees that it will notify the Township in writing as to the name of the employee designated as steward and the Union further agrees that the privilege of attending the legitimate Union business during the work hours shall not be abused.
- B. 1. The Township recognizes the rights of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.
- a. The investigation and presentation of grievances and all other Union business in accordance with the provisions of this agreement and shall not exceed 1 hour and provided such business does not interfere with normal working operations of the Township.
  - b. The collection of dues when authorized by appropriate local Union action;
  - c. The transmission of such messages and information which originate with, and are authorized by the local Union or it's officers; provided such messages and information;

2. Have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages slowdowns, refusal to handle goods, or any other interference with the Township's business.
  3. Job stewards and alternates have no authority to take strike action or any other action interrupting the Township's business.
  4. The township recognizes these limitations upon the authority of job stewards and their alternates; and shall not hold the Union liable for any unauthorized acts, provided the Union takes all reasonable affirmative action to prevent and/or stop any unauthorized acts.
  5. The township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this agreement.
  6. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.
- C. A duly authorized representative of the Union designated in writing, after notice to the Township Administrator and the Road Supervisor in charge, during reasonable business hours, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for the investigation of complaints arising under this Agreement, provided, however, that there is no interruption of the Employer's working schedule.

- D. 1. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions, and discharges.
2. The Township will notify the Union in writing prior to a layoff.
3. The Township will provide the Union with an updated list of covered employees showing name, address, classification, and Social Security number.
4. The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Union recognized that the management of all operations, the control of its properties and the maintenance of order and efficiency is vested in the Employer, except as limited or modified by this Agreement, these management rights shall include, but shall not be limited to, the right to:

- (1) Select and direct the working forces;
- (2) Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause.
- (3) Assign, promote, transfer or lay off employees;
- (4) Determine the scheduling of overtime to be worked;
- (5) Decide the number and location of its facilities;
- (6) Determine the maintenance and repair work to be performed;
- (7) Determine the amount of supervision required;
- (8) Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules, procurement, designing, engineering and control of equipment and materials;
- (9) Purchase the services of others by contract or otherwise specifically limited to this Agreement;
- (10) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R. S. 40A:1-1 et. seg. or any national, state, county or local laws or regulations.

ARTICLE III  
MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., The concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.
- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be deemed grounds for termination of employee or employees.
- C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problem which may arise affecting the term and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.
- C. With regard to employer, employee, or the Union the term “grievance” as used herein means an appeal by an individual employee or group of employees or the Union on their behalf, from the interpretation, application or violation of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union or its representative shall institute written action under the provision hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter

informally. Failure to act within said five calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no written agreement can be reached within five (5) calendar days on the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Committee or its designee within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee or designee shall respond in writing to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding upon the parties.

Step Four: Within five (5) calendar days of the Township Committee or its designees decision, the Union may apply to the Public Relations Commission (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the Union will send notice to the employer of its application for arbitration.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

2. The decision of the Arbitrator shall be binding upon the employer and the Union Employee.
  3. The parties direct the Arbitrator to decide, as a preliminary question, whether he had jurisdiction to hear and decide the matter in dispute.
  4. The cost for the services of the arbitrator shall be borne equally by the Township and the Union.
  5. Only one issue at a time may be submitted to Arbitration.
  6. The Arbitrator shall have no authority to add or modify any terms of this Agreement or establish new terms or conditions under this Agreement.
- E. Upon prior notice and authorization of the Department Head or his designee, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for the decision at any step in the grievance procedure, then

the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

## ARTICLE V

### BULLETIN BOARD

- A. Employer will maintain bulletin boards in suitable places mutually agreed on between Employer and Union, to be used solely by Union for posting notices. Notices shall be restricted to the following types, except that additionally notice may be posted by mutual consent.
- (1) Notices of union recreational and social affairs;
  - (2) Notices of Union elections, appointments, and results of Union elections.
  - (3) Notices of Union Meetings and educational classes.
- B. The bulletin boards shall not be used by Union or its members to disseminate propaganda of any kind, to distribute political pamphlet or any other type of political matter, or for advertising.

## ARTICLE VI

### OVERTIME/HOURS OF WORK/COMPENSATORY TIME

- A. Overtime work will be kept to a minimum, except in case of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report along with amount of overtime (time-in-time-out) and certified by the Department Head.
- B. Workings hours and daily schedules of employees will be stable except if the Supervisor gives the notice to employees of special projects (i.e. blacktopping or a seasonal adjustment) to fit the needs of the Employer. There is no guarantee of hours. Employees will be required to work overtime during non-scheduled periods when the necessities of the Employer demands such work. In administering the requirement to work overtime, the Employer will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.
- C. All available employees shall make every effort to work emergency overtime when requested, unless excused by the Employer.
- D. Employees will be paid by check bi-weekly and will be issued during working hours. When pay day falls on a holiday, the proceeding day will be pay day.

E. The overtime rate shall be one and one-half times the hourly rate, and double time the hourly rate for New Years Day, Easter Day, Thanksgiving Day, and Christmas Day.

F. Employees called in for work outside their regularly scheduled hours shall receive the following "call in" guarantees; minimum guarantee of two (2) hours work or pay in lieu thereof at the applicable premium rate when employee is called in for work outside his regular schedule. Also a minimum guarantee of four (4) hours work or pay in lieu thereof at the applicable premium when employee is called in for work on a holiday.

G. Employees may elect compensation time up to 40 hours as follows:

Employees may choose compensation-time in lieu of the payment of overtime. Said compensation, as provided for shall be in pay. Compensatory time may only be given with the consent of the employee, department head and/or Municipal Administrator. All compensatory time granted shall be at the appropriate overtime rate of one and one-half times the hourly rate. The maximum amount of compensatory time an employee may be permitted to accrue is forty (40) hours. An employee who has accrued the maximum number of compensatory hours shall be paid all additional overtime in pay at one and one-half times hourly rate. Compensatory hours shall be used or paid out at the end of each year, no carry over.

## ARTICLE VII

### VACATIONS

A. Full-time permanent employees shall receive the following vacations:

	Days
1. 0-1	0
2. From one (1) year through two (2) years of continuous service	5
3. From two (2) years through six (6) years of continuous service	10
4. From six (6) years through fifteen (15) years of continuous service	15
5. From fifteen (15) or more years of continuous service	20

Continuous years of service will be calculated.

B. All vacation time shall be used in the current year but may accumulate with the prior approval of the Department Head up to five (5) days to be used during the next calendar year or lost.

C. When an employee requests permission to use an individual vacation day, such requests shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Department Head, such approval shall not be unreasonably withheld.

D. Partial vacation days shall only be permitted by the Department Head in extreme emergencies.

- E. Any employee who is on a leave of absence (i.e., injury leave or workman's compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.
  
- F. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head. Vacation requests must be submitted by March 1<sup>st</sup> and will be considered on the basis of seniority.

## ARTICLE VIII

### SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation. Sick leave may also be used for short periods for the attendance of the employee upon a member of the immediate family who is seriously ill.
- B. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such request shall not be arbitrary nor capricious. Abuse of sick leave shall be cause for disciplinary action.
  - 1. In all cases of reported illnesses or disability suffered by an employee, the Employer reserves the right to request a Medical Physician to examine the reports of the condition of the patient report at the expense of the Employer.
- C. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician.

- D. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.
- E. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a medical physician at Employer's expense for an opinion as to the eligibility of the employee to be absent from work.
- F. Sick leave with pay shall not be allowed under the following conditions:
1. When the employee does not report to a medical physician when directed to.
  2. When the Department Head is unable to contact the employee.
- G. The recommendation of the appointed medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employees to return to duty shall be considered by the Department Head. The Township Committee or its designee reserves the right in such cases where there is a difference of professional opinion between the Employer physician and the personal physician, to require the employee to submit to an examination by a third doctor at employer expense.

- H. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.
- I. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.
- J. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action up to and including discharge. An employee who is absent for three (3) consecutive days or more and who does not notify his Department Head or some other responsible representative of the Township during any of the first three (3) days will be subject to dismissal.
- K. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- L. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge.

- M. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits including Social Security, and to furnish proof of such application to the Employer, along with the proof of receipt or denial of such benefits.
- N. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.
- O. In all cases of reported illness or disability which does not require hospitalization, the employees shall remain at this local residence. Should it become necessary for the employee to visit a doctor or a drug store, religious services or to vote, he shall notify the Department Head or his designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action.
- P. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total. Such monies being turned over to the Employer.

Q. Each employee shall be allotted twelve (12) days of sick leave each calendar year earned at the rate of one (1) day per month. The employee may accumulate up to one hundred eighty (180) days.

ARTICLE IX  
FUNERAL LEAVE

- A. An employee will be granted wages up to five (5) days and will be paid during the absence from work of permanent full time employees when such absence is caused by the death and attendance at the funeral for mother, father, sister, brother, spouse, children, and up to three (3) days for other relatives such as grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law. All days shall be consecutive working days and shall commence between the day of death and the day of the funeral.
- B. Reasonable verification of the death may be required by the employer.
- C. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child.
- D. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned.
- E. Such leave is not in addition to any holiday off, vacation leave or compensatory time falling within time of bereavement.

ARTICLE X  
INSURANCE/PENSION

- A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as substantially similar level of benefits are provided.
- B. The employer agrees to provide medical insurance benefits provided in 1989.
- C. The employer shall enroll all permanent full time employees covered by the Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period.
- D. HEALTH INSURANCE – Any employee who retires pursuant to the Public Employee Retirement System after twenty-five (25) years of service credited in the pension fund, with a minimum of twenty (20) years of service with the Township (in any full-time employment capacity whether or not continual service), or who retires at any point on a disability pension, shall continue to receive all health and medical benefits (including dependent coverage) provided by the township for the remainder of his or her life with the premiums to be paid by the Township. Upon the death of the employee, the employee's spouse (and eligible dependents) shall continue to receive all health and medical benefits provided by the Township for the remainder of the spouse's life with the premiums to be paid by the surviving spouse at the group rate established for the retired employees.

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- E. The Employer agrees that employees will be entitled to a 50% reimbursement if using Health Insurance other than the Township's insurance. The reimbursement rate will be based on the average of the health plans offered by the Township in the appropriate employee category.
- F. The Employer agrees that employees hired by Delaware Township prior to January 1, 2006 aged sixty-two and over who retire with a minimum of fifteen years of full-time service to Delaware Township shall continue to receive paid health insurance coverage for the employees and their spouses. Upon the death of the employee, the employee's spouse (and eligible dependents) shall continue to receive all health and medical benefits provided by the Township for the remainder of the spouse's life with the premiums to be paid by the surviving spouse at the group rate established for the retired employees.
- G. As of January 1, 2006, all new hires of the Road Department who are members of the Teamsters Union shall receive the least expensive health insurance plan available to the Township upon their date of appointment. These new hires shall have the option to upgrade to a more expensive health insurance plan at their own expense. They shall pay the difference between the least expensive health insurance plan and the upgraded plan of their choice.

## ARTICLE XI

### HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
1/2 Day Christmas Eve  
1/2 Day New Years Eve  
Christmas Day

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. Any employee who is on leave of absence (i.e. injury leave, worker's compensation or any other leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

- E. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the employer. If the absence is due to illness, the employer may request reasonable proof of such illness.

## ARTICLE XII

### WORK-INCURRED INJURY

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours or when physically able thereof to the Department Head.
- B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.
- C. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave.
- D. Any employee who suffers a work-connected injury or disability, the township shall continue the employee at full pay for workmen's compensation benefits shall be paid directly over to the Township up to a year.
- E. Nothing herein contained shall be considered to be in derogation or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40: 11-9), but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIII  
MILITARY LEAVE

- A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.
- B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Employer within sixty days following his honorable discharge for the military service and provide he has not voluntarily extended the length of his military service.
- C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

## ARTICLE XIV

### LEAVE OF ABSENCE WITHOUT PAY

- A. Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the employer. Such leave of absence shall not be deemed part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be no giveable.

## ARTICLE XV

### DISCRIMINATION AND COERCION

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.
  
- B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the employer or the Union against any employee because of the employee's membership or no-membership or activity or non-activity in the Union.

## ARTICLE XVI

### PROBATIONARY PERIOD

- A. All employees promoted and/or hired during the term of this Agreement shall serve a probationary period of ninety calendar days from the date of hire. During this probationary period, the Employer reserves the right to fire and/or demote a probationary employee for any reason. An employee is fired and/or demoted shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head for the period of forty-five (45) days.

## ARTICLE XVII

### SEPARABILITY AND SAVINGS

- A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVIII

### MISCELLANEOUS PAID LEAVE

#### A. Personal Days

1. Employees covered under this Agreement shall be allowed four (4) days of personal business leave annually with the approval of the Department Head or designee whose consent shall not be unreasonably withheld. Such leave shall be non-cumulative.
2. A personal business day application shall, except in cases of emergency, be made at least three (3) working days prior to the personal day to be taken.
3. The application form shall contain a specific acknowledgement by the employee that personal leave may not be taken for the purposes of recreation.
4. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day without the specific approval of the Department Head.

#### B. Jury Duty

1. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the township his/her daily rate of pay. The employee shall notify the department head upon receipt of a summons for jury duty. If an employee is dismissed prior to 2:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The township will not be obligated to pay an employee under the provisions of this agreement if he/she volunteers for such court duty.

## ARTICLE XIX

### OUTSIDE EMPLOYMENT

- A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employee recognizes that their primary employment responsibility to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

## ARTICLE XX

### DISCIPLINE AND DISCHARGE

- A. The parties agree that nothing herein shall in anyway prohibit the employer from discharging or disciplining any employee covered by this Agreement regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved. The Employer agrees that it will furnish the Union with a hearing, if requested, within 48 hours of any discharge or suspension.
- B. In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the employer within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

## ARTICLE XXI

### SAFETY

- A. The Employer shall provide all safety equipment necessary as determined by management for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. Failure to use safety equipment shall result in disciplinary action.

## ARTICLE XXII

### DUES CHECK OFF

- A. The Employer agrees, for each of its employees covered by this Agreement, who in writing authorizes the employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiated fees, if any, for each such employee membership in the Union. Deduction shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.
  
- B. The Union dues deducted from an employee pay will be transmitted to the Secretary Treasurer of the Union Local 469 by check within ten (10) working days after the first period in which deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing names of all employees for whom the deductions were made.
  
- C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9e) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as other applicable provisions of law pertaining to dues check off.

## ARTICLE XXIII

### AGENCY SHOP

A. Representation Fee – Effective upon signing of this Agreement, if a permanent employee does not become a member of the Union during any calendar year (i.e. from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that calendar year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a calendar year, the amount of said representation fee shall be prorated for members of the Union. The representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments are certified to the township by the union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

#### B. Procedure

1. Notification – Prior to March 1<sup>st</sup> of each year, the Union will submit to the Township a list of those employees who have not become members of the Union for the ten current membership year. The Township will deduct from the salaries of such employees, in accordance with section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
2. Payroll Deduction Schedule – The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the

aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees – Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues the Union which shall be deducted on the first pay period of the month.

## ARTICLE XXIV

### FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE XXV

### PROMOTIONS

- A. Promotions are to be offered to the most senior person in the bargaining unit. If, after a 90-day trial period, it is determined that the person is unqualified or unable to fulfill that position, it will be offered to the next senior person. Employee will be returned to his/her original position.

ARTICLE XXVI

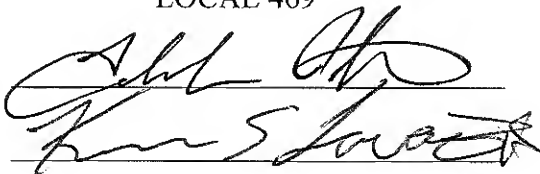
DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2010 and remain in effect to and including December, 31, 2012 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no soon than ninety (90) nor later than sixty (60) days prior to the expiration of this Agreement.

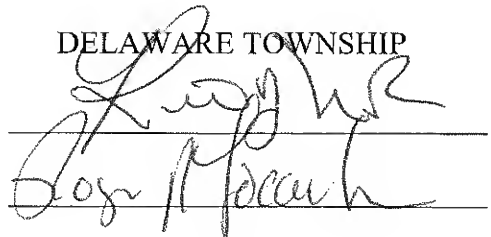
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Delaware Township, New Jersey on this 23 day of June, 2011.

LOCAL 469

BY:



DELAWARE TOWNSHIP



## APPENDIX A

1. Effective January 1, 2010, the following pay increases will be implemented.

	<u>2010</u>	<u>2011</u>	<u>2012</u>
Foreman	\$26.66	\$27.05	\$27.45
Class A -16 Years & Over	\$26.53	\$26.92	\$27.32
Class B -11 to Completion of 15 Years	\$26.21	\$26.60	\$27.00
Class C – 5 to Completion of 11 Years	\$25.88	\$26.26	\$26.65
Class D – 1 to Completion of 5 Years	\$25.57	\$25.95	\$26.33

### **NOTES:**

1. The employer shall be able to hire new employees at a wage class commensurate with work experience and qualifications provided any current incumbent employee maintains a wage rate of at least equal to the new employee. The foreman rate shall be excluded from this provision.
2. Layover time shall be paid, or the employees shall be sent home.
3. Each employee shall be reimbursed up to \$300.00 per year for the purchase of work-related clothing.

### **2. PAYMENT OF SALARIES**

If this contract has been signed by all parties by the start of this contract period, salaries at the new levels shall be paid beginning with the first pay period without waiting for adoption of a 2010, 2011 and 2012 salary and compensation ordinance. If this contract is not in place by the start of this contract period, salaries at the new levels shall be paid beginning with the first pay period after the contract has been signed by all parties without waiting for adoption of 2010, 2011 and 2012 salary and compensation ordinance.

ADDENDUM TO AGREEMENT BETWEEN  
DELAWARE TOWNSHIP AND  
TEAMSTERS LOCAL UNION NO. 469,  
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FOR THE PERIOD JANUARY 1, 2010 – DECEMBER 31, 2012

ARTICLE II – MANAGEMENT RIGHTS

SUPPLEMENT ADDED – NEW SECTION C, PAGE 7.

In the event the collective bargaining agreement between the Township of Delaware and the Teamsters Local Union No. 469, an Affiliate of The International Brotherhood of Teamsters, is silent on any term, policy or provision, the parties agree that the Delaware Township Personnel Policies and Procedures Manual shall apply and be controlling.

ARTICLE VI – OVERTIME/HOURS OF WORK/COMPENSATORY TIME

SUPPLEMENTAL PARAGRAPH ADDED TO SECTION G, PAGE 16.

This compensatory time policy shall be applicable for the duration of the contract period, January 1, 2010 through December 31, 2012. It is recognized and agreed that the compensatory time policy shall be subject to renegotiation at the end of the contract term, December 31, 2012, and that no stipulations with respect to the compensatory time policy shall be binding or of precedent setting effect at the time of renegotiation.

ARTICLE X – INSURANCE/PENSION

DELETION OF SECTION E, PAGE 26.

Article X, Section E is no longer applicable pursuant to P.L. 2010, c.2. No reimbursement shall be paid.

UNFAIR LABOR PRACTICE COMPLAINT PENDING BEFORE PERC

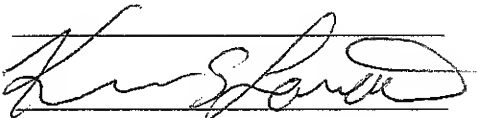
The Teamsters Local Union No. 469, an Affiliate of The International Brotherhood of Teamsters, agrees to dismiss with prejudice the pending unfair practice complaint before PERC.

This Addendum to the Agreement between Delaware Township and Teamsters Local Union No. 469, an Affiliate of the International Brotherhood of Teamsters shall be in full force and effect as of January 1, 2010 and remain in effect to and including December 31, 2012 without any reopening date. This Addendum shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than ninety (90) nor later than sixty (60) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Delaware Township, New Jersey on this 23 day of June, 2011.

LOCAL 469

BY:



DELAWARE TOWNSHIP

